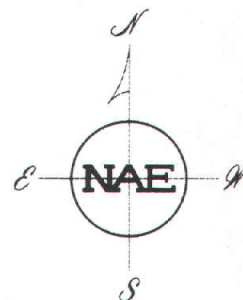


NORTH AMERICAN EXPLORATION, INC.

GEOLOGY GEOPHYSICS GEOCHEMISTRY ENVIRONMENTAL SERVICES



February 17, 2004

Mr. Thomas Munson
Utah Department of Natural Resources
Division of Oil, Gas and Mining
P. O. Box 145801
Salt Lake City, Utah 84114-5801

RECEIVED

FEB 17 2004

DIV OF OIL GAS & MINING

Dear Tom:

Here is the following data relating to the Pearl Queen Mine, Beaver County, Large Mine Permit M/001/027:

1. Reclamation Contract executed by the President of Basin Perlite Company, Timothy Hall, on February 10, 2004. Mine maps are attached.
2. Letter to Wayne Hedberg from O. Jay Gatten, consultant to Basin Perlite Company, dated February 4, 2004. This letter provides a narrative of disturbed land within the permit boundaries and a reclamation bid estimate of \$101,360. Mine maps are attached.

We look forward to resolving the reclamation bond issues and moving forward on the project.

Sincerely,

O. Jay Gatten

Enclosures (2)

cc: Correspondence (no encls.)
Project (w/encls.)
T. Hall, Basin Perlite (no/encls.)

File Number M/001/027

Effective Date March 16, 2004

Other Agency File Number ML-3092

UTU-80296
UTU-78618

STATE OF UTAH
DEPARTMENT OF NATURAL RESOURCES
DIVISION of OIL, GAS and MINING
1594 West North Temple Suite 1210
Box 145801
Salt Lake City, Utah 84114-5801
(801) 538-5291
Fax: (801) 359-3940

RECEIVED

FEB 17 2004

RECLAMATION CONTRACT

---ooOoo---

DIV OF OIL GAS & MINING

For the purpose of this RECLAMATION CONTRACT the terms below are defined as follows:

"NOTICE OF INTENTION" (NOI): (File No.) M/001/027
(Mineral Mined) Perlite

"MINE LOCATION":
(Name of Mine) Pearl Queen
(Description) about 15 miles NE of Milford
Beaver County, Utah

"DISTURBED AREA":
(Disturbed Acres) 21.84
(Legal Description) (refer to Attachment "A")

"OPERATOR":
(Company or Name) Basin Perlite Company
(Address) Box 490
533 S. Industrial Loop Rd.
Milford, UT 84951
(Phone) 435/387-2100

COPY

"OPERATOR'S REGISTERED AGENT":

Name)

(Address)

(Phone)

CT Corporation

50 West Broadway

Salt Lake City, UT 84101

801/364-5101

"OPERATOR'S OFFICER(S)":

Timothy L. Hall - President

Ryan Bennett - Treasurer

Brian Dolan - Secretary

SURETY":

(Form of Surety - Attachment B)

Certificate of Deposit

"SURETY COMPANY":

(Name, Policy or Acct. No.)

Wells Fargo Bank, Northwest N.A.

CD #7400120973 & CD 7400121013

"SURETY AMOUNT":

(Escalated Dollars)

\$101,661

"ESCALATION YEAR":

2007

"STATE":

"DIVISION":

"BOARD":

State of Utah

Division of Oil, Gas and Mining

Board of Oil, Gas and Mining

ATTACHMENTS:

A "DISTURBED AREA":

B "SURETY":

This Reclamation Contract (hereinafter referred to as "Contract") is entered into between Basin Perlite Company the "Operator" and the Utah State Division of Oil, Gas and Mining ("Division").

WHEREAS, Operator desires to conduct mining operations under Notice of Intention (NOI) File No. M/001/027 which has been approved/accepted by the Utah State Division of Oil, Gas and Mining under the Utah Mined Land Reclamation Act, Sections 40-8-1 et seq., Utah Code Annotated, (1953, as amended) (hereinafter referred to as "Act") and implementing rules; and

WHEREAS, Operator is obligated to reclaim that area described as the Disturbed Area as set forth and in accordance with Operator's approved/accepted Reclamation Plan or Notice, and Operator is obligated to provide surety in form and amount approved by the Division, to assure reclamation of the Disturbed Area.

COPY

NOW, THEREFORE, the Division and the Operator agree as follows:

1. Operator agrees to conduct reclamation of the Disturbed Area in accordance with the Act and implementing regulations, the approved/accepted Notice of Intention and Reclamation Plan or Notice received Amended Plan approved 5/28/03. The Notice of Intention and the Reclamation Plan, as amended, are incorporated by this reference and made a part hereof.
2. Concurrent with the execution hereof, Operator has provided surety to assure that reclamation is conducted, in form and amount acceptable to the Division. Such surety as evidenced by the Surety Contract is in the form of the surety attached hereto as Attachment B and made a part hereof. The Surety Contract shall remain in full force and effect according to its terms unless modified by the Division in writing. If the Surety Contract expressly provides for cancellation, then, within 60 days following the Division's receipt of notice that the Surety Company intends to cancel the Surety Contract, the Operator shall provide a replacement Surety Contract in a form and amount reasonably acceptable to the Division. If the Operator fails to provide an acceptable replacement Surety Contract, the Division may order the Operator to cease further mining activities and to begin immediate reclamation of the Disturbed Area.
3. Operator agrees to pay legally determined public liability and property damage claims resulting from mining to the extent provided in Section 40-8-7(1)(e) of the Act.
4. Operator agrees to perform all duties and fulfill all reclamation requirements applicable to the mine as required by the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
5. The Operator's liability under this Contract shall continue in full force and effect until the Division certifies that the Operator has reclaimed the Disturbed Area in accordance with the Act and implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended.
6. If reclamation of discrete sections of the Disturbed Area is completed to the satisfaction of the Division, and the Division finds that such sections are severable from the remainder of the Disturbed Area, Operator may request the Division to certify that Operator has reclaimed such discrete sections of the Disturbed Area in accordance with the Act and Implementing rules, the Notice of Intention, as amended and the Reclamation Plan, as amended. If the Division makes such certification, Operator may make request to the Division that the aggregate face

amount of the Surety Contract provided pursuant to paragraph 2 be reduced to an amount necessary to provide for completion of the remaining reclamation. The Division shall hear Operator's request for such reduction in accordance with the Board's Procedural Rules concerning requests for Agency Action.

7. Operator agrees to indemnify and hold harmless the State, Board and the Division from any claim, demand, liability, cost, charge, suit, or obligation of whatsoever nature arising from the failure of Operator or Operator's agents and employees, or contractors to comply with this Contract.
8. Operator may, at any time, submit a request to the Division to substitute surety. The Division may approve such substitution if the substitute surety meets the requirements of the Act and the implementing rules.
9. This Contract shall be governed and construed in accordance with the laws of the State of Utah.
10. If Operator shall default in the performance of its obligations hereunder, Operator agrees to pay all costs and expenses, including reasonable attorney's fees and costs incurred by the Division and/or the Board in the enforcement of this Contract.
11. Any breach that the Division finds to be material of the provisions of this Contract by Operator may, at the discretion of the Division, result in an order to cease mining operations. After opportunity for notice and hearing, the Board of Oil, Gas and Mining may enter an order to revoke the Notice of Intention, order reclamation, or order forfeiture of the Surety Contract, or take such other action as is authorized by law.
12. In the event of forfeiture of the Surety Contract, Operator shall be liable for any additional costs in excess of the surety amount which are required to comply with this Contract. Any excess monies resulting from forfeiture of the Surety Contract, upon completion of reclamation and compliance with this Contract, shall be returned to the rightful claimant.
13. This Contract including the Notice of Intention, as amended and the Reclamation Plan, as amended, represents the entire agreement of the parties involved, and any modification must be approved in writing by the parties involved.
14. Each signatory below represents that he/she is authorized to execute this Contract on behalf of the named party.

COPY

OPERATOR:

Basin Perlite Company

Operator Name

By Timothy L. Hall

Authorized Officer (Typed or Printed)

President

Authorized Officer - Position

[Signature]

Officer's Signature

2/10/2004
Date

STATE OF Colorado)

COUNTY OF Denver) ss:

On the 10 day of February, 2004, Timothy Hall
personally appeared before me, who being by me duly sworn did say that he/she is the
President of Basin Perlite Company and
duly acknowledged that said instrument was signed on behalf of said company by
authority of its bylaws or a resolution of its board of directors and said
Timothy Hall duly acknowledged to me that said
company executed the same.

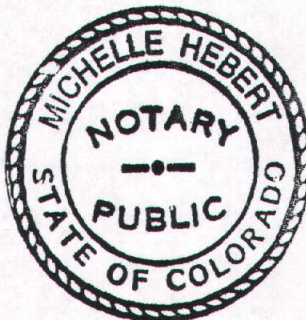
Michelle Hebert

Notary Public

Residing at Lakewood, Colorado

3-18-2007

My Commission Expires:



COPY

DIVISION OF OIL, GAS AND MINING:

By Lowell P Braxton
Lowell P. Braxton, Director

3-16-04
Date

STATE OF Utah)
COUNTY OF Salt Lake) SS:

On the 16th day of March, 2004, Lowell P Braxton
personally appeared before me, who being duly sworn did say that he, the said
Lowell P Braxton is the Director of the Division of Oil, Gas and Mining,
Department of Natural Resources, State of Utah, and he duly acknowledged to me that
he executed the foregoing document by authority of law on behalf of the State of Utah.



Joelle Burns
Notary Public
Residing at: S LC ut

April 4, 2005
My Commission Expires:

COPY

ATTACHMENT "A"

BASIN PERLITE COMPANY Pearl Queen
Operator Mine Name
M/001/027 Beaver County, Utah
Permit Number

LEGAL DESCRIPTION

Include 1/4, 1/4, 1/4 sections, townships, ranges and any other descriptions that will legally determine where disturbed lands are located. Attach a topographic map of suitable scale (max. 1 inch = 500 feet; 1 inch = 200 feet or larger scale is preferred) showing township, range and sections and a clear outline of the disturbed area boundaries tied to this Reclamation Contract and surety.

**The detailed legal description of lands to be disturbed includes portions of the following lands not to exceed 21.84 acres under the approved / accepted permit and surety, as reflected on the attached map labeled Exhibits A & D and dated December 2003 & :
February 5, 2004 :**

There are two mine areas:

1. Pearl Queen Pit - SESE Sec.2, T 26 S - R 9 W (17.85 acres)
(State Land)
2. Schoo Pit - SWSW Sec. 1, T 27 S - R 9 W (9.66 acres)
(Federal Land)
3. Haulage Road Between Pearl Queen and Schoo Pits - (1.2 acres)

Total Permit Area - 28.71 acres

Area to be disturbed is 21.84 acres. Maps showing surface disturbance of the lands at a scale of 1" = 400'; and 1" = 200' (Schoo Pit) are attached.

COPY